

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5120435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT AMENDMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIO2 MEDICAL PRODUCTS, INC.	05/17/2018
RECEIVING PARTY DATA	
Name:	THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA
Street Address:	201 SOUTH UNION STREET
City:	MONTGOMERY
State/Country:	ALABAMA
Postal Code:	36104
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	15822327
Application Number:	15904018
Application Number:	15753524
Application Number:	62648808
Application Number:	62648778
Application Number:	62639694
Application Number:	62625630
CORRESPONDENCE DATA	
Fax Number:	(205)254-1999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	205-254-1036
Email:	tebbert@maynardcooper.com
Correspondent Name:	C. BRANDON BROWNING
Address Line 1:	1901 SIXTH AVENUE NORTH
Address Line 2:	SUITE 2400
Address Line 4:	BIRMINGHAM, ALABAMA 35203
ATTORNEY DOCKET NUMBER:	00211.0075
NAME OF SUBMITTER:	C. BRANDON BROWNING
SIGNATURE:	/cbbrowning/
DATE SIGNED:	08/31/2018

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Total Attachments: 4

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PATENT SECURITY AGREEMENT AMENDMENT

THIS PATENT SECURITY AGREEMENT AMENDMENT (“this Amendment”) dated as of May 17, 2018, 2018 is entered into by and among each party identified on the signature page of this Agreement (collectively referred to herein as “Grantors” and individually as a “Grantor”) in favor of **THE TEACHERS’ RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama (“TRS”), in its capacity as Agent (“Agent”) for the Lenders (as defined below) under that certain Master Loan Agreement dated as of March 15, 2012 (as amended or supplemented from time to time, the “Loan Agreement”) by and among SiO₂ Medical Products, Inc., a Delaware corporation (“Borrower”), TRS, as such Agent for itself and the other lenders party to the Loan Agreement (collectively, the “Lenders”).

Recitals

A. The Grantors have heretofore entered into a Patent Security Agreement dated as of March 15, 2012 (as amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which the Grantors secured the Secured Obligations to the Lenders with the Patent Collateral.

B. The Grantors and the Agent now desire to amend the Security Agreement in certain respects, as hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements of the parties hereto, the Security Agreement is hereby amended as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Security Agreement.

2. Amendment to Security Agreement. Effective as of the date hereof, Exhibit A attached to the Security Agreement is hereby revised to include the Patents referenced in the Amendment to Exhibit A attached hereto. Each of the Grantors acknowledges, agrees, ratifies and reaffirms the grant to the Agent of a first-priority security interest in and lien upon the Patent Collateral and acknowledges, agrees and reaffirms that the Secured Obligations are secured by a properly perfected, first-priority security interest in and lien upon the Patent Collateral, including, but not limited to, the Patents described in the Amendment to Exhibit A attached hereto and each of the Grantors hereby, as security for the Secured Obligations, grants to the Agent security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and sets over to the Agent all of the Grantors’ right, title and interest in, to and under all Patents described in such Amendment to Exhibit A, as further amended or modified from time to time.

3. Miscellaneous.

(a) Except as amended hereby, the Security Agreement shall continue in full force and effect.

(b) Each of the Grantors hereby represents and warrants to the Agent that all representations and warranties contained in the Security Agreement are true and correct as of the date hereof (except representations and warranties that are expressly limited to an earlier date); and each of the Grantors hereby certifies that no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing.

(c) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

(d) The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(e) Nothing contained herein shall be construed as a waiver, acknowledgment or consent to any breach of or Event of Default under the Security Agreement and other related documents not specifically mentioned herein, and the consents granted herein are effective only in the specific instance and for the purposes for which given.

(f) This Amendment shall be governed by the laws of the State of Alabama.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Amendment to be executed and delivered by their duly authorized representatives as of the date set forth above.

GRANTORS:

SiO₂ MEDICAL PRODUCTS, INC.

By: *Robert S. Abrams*

Name: Robert S. Abrams

Title: President

Robert S. Abrams

Robert S. Abrams

SiO2 Medical Products, Inc.
Patent Security Agreement
Exhibit A

Reference	Grantor	Jurisdiction where Registered	Application Number	Status
SIO-0004KR2DIV	SiO2 Medical Products, Inc.	South Korea	1020187001918	Pending
SIO-0021USDIV	SiO2 Medical Products, Inc.	United States	15822327	Pending
SIO-0072US2CON	SiO2 Medical Products, Inc.	United States	15904018	Pending
SIO-0096BR	SiO2 Medical Products, Inc.	Brazil	1120180030511	Pending
SIO-0096CA	SiO2 Medical Products, Inc.	Canada	2995225	Pending
SIO-0096CN	SiO2 Medical Products, Inc.	China	201680060686.0	Pending
SIO-0096EP	SiO2 Medical Products, Inc.	Europe	16766680.9	Pending
SIO-0096IN	SiO2 Medical Products, Inc.	India	201817008590	Pending
SIO-0096JP	SiO2 Medical Products, Inc.	Japan	2018508654	Pending
SIO-0096KR	SiO2 Medical Products, Inc.	South Korea	1020187006769	Pending
SIO-0096US	SiO2 Medical Products, Inc.	United States	15753524	Pending
SIO-0106USP4	SiO2 Medical Products, Inc.	United States	62648808	Pending
SIO-0107USP3	SiO2 Medical Products, Inc.	United States	62648778	Pending
SIO-0108USP2	SiO2 Medical Products, Inc.	United States	62639694	Pending
SIO-0139USP	SiO2 Medical Products, Inc.	United States	62625630	Pending